



NOTICE OF SOLICITATION

SERIAL 04114-C

**INVITATION FOR BIDS FOR: 2-1/2 TON TRUCK WITH 2200 GALLON FUEL TANKER
ASSEMBLY (NIGP CODE 07054)**

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **JULY 20, 2004** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 04114-C INVITATION FOR BIDS FOR 2-1/2 TON TRUCK WITH 2200 GALLON FUEL TANKER ASSEMBLY (NIGP CODE 07054)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED
BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

INQUIRIES:

**WALT PRICE
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3454**

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 04114 -C"

Responses must be received **BY 2:00 P.M., JULY 20, 2004**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 04114-C

TITLE: 2-1/2 TON TRUCK WITH 2200 GALLON FUEL TANKER ASSEMBLY
(NIGP CODE 07054)

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____ Insufficient time
_____ Do not handle product/service
_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

SPECIFICATIONS ON INVITATION FOR BID FOR: **2-1/2 TON TRUCK WITH 2200 GALLON FUEL TANKER ASSEMBLY (NIGP CODE 07054)**

1.0 INTENT:

The intent of this Invitation for bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is One (1) or more, TRUCK, W/ 2200 GAL. FUEL TANKER ASSY. in sufficient detail to secure bids for comparable equipment. Shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 DIMENSIONS/CAPACITIES:

2.1.1 Wheel base - Approximately 149" to 156"

2.1.2 Cab/Axle - Approximately 84"

2.1.3 G.V.W. - 33,000 LB

2.1.4 Fuel Capacity - Approximately 60 gal

2.2 FRAME:

2.2.1 Yield Strength - Approximately 120,000 psi

2.2.2 Section Modulus - Approximately 14.85 cu. in

2.2.3 RBM - Approximately 1,780,000

2.3 AXLES/SUSPENSION:

2.3.1 Axles:

2.3.1.1 Front Axle Capacity -12,000 lb

2.3.1.2 Rear Axle Capacity - 21,000 lb

2.3.2 Suspension:

2.3.2.1 Front - 12,000 lb, tapered leaf

2.3.2.2 Rear -21,000 lb, multi-leaf

2.3.3 Wheel Seals - Front, STEMCO, NATIONAL, C/R or approved equal, with sight glass

2.3.4 Speed - Single, rear

2.3.5 Ratio - Shall be geared for maximum highway speed of 75 M.P.H. at maximum engine rpm. rating

2.3.6 Shocks - Front, manufacturers maximum

2.4 **TRANSMISSION:**

- 2.4.1 Type - Automatic, fully electronic
- 2.4.2 Make - Allison MD3060P
- 2.4.3 Speeds - 6 or equal
- 2.4.4 Oil Cooler – Manufacturer's maximum

2.5 **ENGINE:**

- 2.5.1 Type - Diesel, four cycle, 6-cylinder turbo charged
- 2.5.2 Control - Electronic or pre approved equal
- 2.5.3 Horsepower - 275 min
- 2.5.4 Torque Rating - Approximately 800 ft. lb. @ 1600 Rpm
- 2.5.5 Air Cleaner-
 - 2.5.5.1 Type – Manufacturer's maximum
 - 2.5.5.2 Restriction Indicator - Mounted on cab dash in clear view of the operator
- 2.5.6 Cooling - Manufacturer's maximum including heavy-duty radiator, fan and shroud. All coolant hoses to be silicone type
- 2.5.7 Shut Down - Engine with ignition key
- 2.5.8 Alarm System Audible Type - Low engine oil pressure, high coolant temperature, low coolant level warning system
- 2.5.9 Speed Control - Hand throttle, VERNIER, locking type or equal electronic system

2.6 **MIRRORS:**

- 2.6.1 Type - West Coast, retractable
- 2.6.2 Quantity/Size - Two (2), approximately 7" X 16"
- 2.6.3 Spots - Approximately 8" dia., mounted on each lower mirror brackets

2.7 **BRAKES:**

- 2.7.1 Type - Full Air
- 2.7.2 Manufacturer - ROCKWELL Q-series S-cam or equal
- 2.7.3 Spring Brake - Rear axle

- 2.7.4 Slack Adjusters - Automatic, BENDIX ASA-5 or equal
- 2.7.5 Drum Mounting - Outboard
- 2.8 **ELECTRICAL:**
 - 2.8.1 Volts- 12
 - 2.8.2 Battery – Manufacturer's maximum, 1900 C.C.A. min., maintenance free
 - 2.8.3 Alternator - 100-amp minimum
- 2.9 **STEERING:**
 - 2.9.1 Power
- 2.10 **CAB/EQUIPMENT:**
 - 2.10.1 Type - Conventional
 - 2.10.2 Seats - Drivers seat, air suspension, six way adjustable, durable cloth. Passengers seat, standard two-man bench, with durable cloth
 - 2.10.3 Seat Belts - Meet all AZ and Federal standards
 - 2.10.4 Sun Visors - Dual
 - 2.10.5 Radio - AM/FM, factory installed
 - 2.10.6 Arm Rest - Dual
 - 2.10.7 Dome Light - Overhead type
 - 2.10.8 Heater/Defroster - Factory installed, fresh air type
 - 2.10.9 Air Conditioning - Manufacturer's maximum, factory installed, utilizing R134A refrigerant
 - 2.10.10 Tachometer/Hour Meter - Electric
 - 2.10.11 Wipers - Dual electric, interval
 - 2.10.12 Lighting - Shall meet AZ and Federal standards
 - 2.10.13 Glass - All, darkest legal per AZ State Law
 - 2.10.14 Horn - Electric
- 2.11 **TIRES/WHEELS:**
 - 2.11.1 Tires - Six (6) (like) 11R x 22.5 G tubeless, steel belt radial, GOODYEAR G286 only

2.11.2 Wheels - Six (6) (like) 22.5 x 7.50 ten (10) hole disc Budd

2.11.3 Spare - One (1) tire and wheel

2.12 **PAINT:**

Manufacturer's standard white

2.13 **FUEL TANK BODY ASSEMBLY:** (*As specified or pre-approved equal.*)

2.13.1 Capacity: 2200 gallons total

2.13.1.1 - Diesel, 2000 gallons

2.13.1.2 - Gasoline, 200 gallons

2.13.2 Construction:

2.13.2.1 Design – Modified ellipse or equal for low profile

2.13.2.2 Construction – Aluminum alloy, double bulkhead, DOT-MC-306AL standard Baffles. Bottom load deflector and bottom load brake interlock system.

2.13.2.3 Mounting- 3-4 bolster. 2 bolsters under aft frame and suspension area. Front 2 areas consistent with standard tank mounting and weight requirements. Reinforced pad areas.

2.13.2.4 Manifold - Two compartments 3" with 3" valve outlet and individual compartment select valves in the manifold. Curb side. Manifold to be equipped for bottom loading with API standard dry break connection. 4" leading into manifold. Split valve and two pump suction valves.

2.13.2.5 Valves- Will be cable operated

2.13.2.6 High Level Sensors- SCULLY fiber optic, one in each tank. SCULLY SJ-^W system.

2.13.2.7 Fill Openings- 16" manholes with 10" fills

2.13.2.8 Cabinet- One 86" cabinet curbside, on door back

2.13.2.9 Hose Tubes- Two 7" polished aluminum hose tubes one each side. Hinged lockable lid. County to provide locks.

2.13.2.10 Ladder- On rear head, non-skid rail surface

2.13.3 Fenders:

2.13.3.1 Type- Full cover, heavy-duty design

2.13.3.2 Material- Aluminum

2.13.4 Rear Bumper:

2.13.4.1 Type- Full width steel construction

2.13.4.2 Requirements- Shall meet all AZ State and Federal regulations

2.13.5 Walkway: Full length of overturn rails, nonskid surface. Dam at each end. Drain rear mounted, through ladder.

2.13.6 Electrical Wiring and Devices:

2.13.6.1 Wiring- Wiring shall be run in conduit, color coded, and meet DOT explosion proof regulations where necessary

2.13.6.2 Electrical Devices- Shall meet DOT explosion proof regulations where necessary

2.13.7 Pumping Equipment:

2.13.7.1 Pumps- Dual, 90 gallon per minute pumps. One for each product. Vendor to state manufacturer and model.

2.13.7.2 PTO-

2.13.7.2.1 Quantity- Two (2)

2.13.7.2.2 Make- CHELSEA or approved equal

2.13.7.2.3 Type- AIRSHIFT side mount with and electronic over speed protection. Warning lights shall be installed in the truck cab to indicate when either or both units are engaged.

2.13.7.2.4 Controls- Curb side for PTO's and clutch. Engine speed control- hand throttle VERNIER locking type, or equal electronic system

2.13.7.2.5 Line Strainer- Two 2-1/2-tee line strainers

2.13.7.2.6 Meters-Two LC-M-7-C-2”meters with reset counter. One for each product. Located in curbside compartment.

2.13.7.2.7 Hose Reel- HANNAY electric. Vendor to state model. Controls to meet explosion proof regulations. Mounted for easy access.

2.13.7.2.8 Delivery Hose- Two heavy-duty fuel delivery hoses. One for each product.50’X1 1/4”size. Vendor to state manufacturer and characteristics of hose.

2.13.7.2.9 Nozzles- Two manual EBW #490 1-1/4” nozzles with swivels.

2.13.8 General Tanker Unit Requirements:

2.13.8.1 Delivery- The tanker will be delivered completely assembled, fuel tested, and certified to meet DOT-MC 306 and all other pertaining Federal and Arizona State regulations. The tanker truck will be fully operational and ready to use. The vendor will provide training to Maricopa County employees on the maintenance and operation of the unit.

2.13.8.2 Guarantees- The complete tank, all internal baffles and all aluminum welding on the tank will be guaranteed free of defects in materials and workmanship for a length of five years from vehicle in-service date at Maricopa County. Guarantee shall include 100% all parts and labor for the tank, internal tank components and all aluminum welding on the tank and components welded to the tank. This does not include any external add-on plumbing components that are not welded to the tank. All valves and components outside of the major tank body are not included and will carry normal manufacturer's warranty.

2.13.8.3 Documentation- The tank vendor will provide documentation constructed by the company. The tank vendor will provide a list of references, including phone numbers of similar aluminum fuel tanks in the market place that were constructed by the tank vendor.

The vendor will provide documentation that they have been producing similar aluminum fuel tanks for sale on the open market for a minimum of the past two calendar years. This documentation must be included in the bid documents submitted to Maricopa County.

2.13.8.4 Tool Box- One (1) RAWSON-KOENIG #H241818 or equal, dimensions 24" long, 18" high, 18" deep, constructed of 14 gauge sheet metal, completely weatherproof, front load, paddle type keyed latch, unit installed on left side truck frame between cab and rear wheels.

2.13.9 Safety Equipment:

2.13.9.1 Backup Alarm- Electronic, waterproof type, meeting SEAJ994 JUN80 criteria, installed in a protected location

2.13.9.2 Mud Flaps- Anti-sail, NO ADVERTISING

2.13.9.3 Fire Extinguisher- 60BC fire extinguisher, clearly labeled, installed next to curbside cabinet

2.13.9.4 Warning Placard- All warning placards, decals, and etc. shall be installed on unit as required by the AZ State and Federal DOT law. Shall include 4 aluminum flip placards mounted in appropriate locations on tank

2.13.9.5 Railroad Crossing Warning- Rear of tank, meeting Federal regulations

2.13.9.6 Emergency Kit- Shall contain all items required to meet State DOT and Federal FMVSS regulation for roadside emergencies

2.13.9.7 Non-Slip Surfaces- All steps, standing and walk areas

2.13.9.8 Beacon Light- WHELEN # S360DAP, amber multi-flash strobe, installed per manufacturer's instructions on top of truck cab, centered side to side and front to rear, control switch shall be mounted on the dash, clear of operator's legs, clearly labeled

2.14 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.15 TRAINING:

The successful Contractor shall provide a minimum of eight (8) hours to completely train County personnel in the use and care of the equipment.

2.16 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.17 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within One hundred twenty (120) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.18 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.19 SHIPPING:

Bid prices shall be made F.O.B. destination freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.20 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;

- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.21 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials. Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.22 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.23 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.24 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.25 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.25.1 Documentation from the manufacturer that the product or model has been discontinued.

2.25.2 Documentation that names the replacement product or model.

2.25.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.25.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.25.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.26 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.27 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.28 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.29 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.30 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

2.30.1 One (1) original and one (1) copy of all submissions is MANDATORY

2.30.2 Pricing pages, MANDATORY (Attachment A)

2.30.3 Agreement page, MANDATORY (Attachment B)

2.30.4 References (Attachment C)

2.30.5 Vendor Information, MANDATORY (Attachment D)

2.30.6 Copies of Catalogs/Pricing Documents (if required)

2.30.7 Literature, Technical and Descriptive, MANDATORY

2.31 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.32 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.2.1 Compliance with specifications

3.2.2 Price

3.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management. No other request is valid.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.5.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.5.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.5.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.5.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICE, 602-506-4667
(les.glover@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

ATTACHMENT A

PRICING

SERIAL 04114-C								
PRICING SHEET C232003/B0604213								
NIGP CODE 07054								
BIDDER NAME:								
F.I.D./VENDOR #:								
BIDDER ADDRESS:								
P.O. ADDRESS:								
BIDDER PHONE #:								
BIDDER FAX #:								
COMPANY WEB SITE:								
COMPANY CONTACT (REP):								
E-MAIL ADDRESS (REP):								
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: <input type="checkbox"/> YES <input type="checkbox"/> NO								
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: <input type="checkbox"/> YES <input type="checkbox"/> NO								
PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.								
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.								
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.								
BIDDER MUST INITIAL THE SELECTION BELOW.								
NET 10				NET 90				
NET 15				2% 10, NET 30				
NET 20				1% 10, NET 30				
NET 30				2% 30, NET 31				
NET 45				1% 30, NET 31				
NET 60				5% 30, NET 31				
INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: <input type="text"/> %								
PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION								
<input type="checkbox"/> NEWSPAPER ADVERTISEMENT								
<input type="checkbox"/> MARICOPA COUNTY WEB SITE								
<input type="checkbox"/> PRE-SOLICITATION NOTICE								
<input type="checkbox"/> OTHER (PLEASE SPECIFY)								
PRICING:								
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.								
One (1) or more Truck(s) 2-1/2 TON 2200 GAL. FUEL TANKER in accordance with attached specifications: \$ <input type="text"/> /each (to include tire disposal fee)								
Manufacturer/Model (Truck): <input type="text"/>								
Complete Truck Delivery (days ARO): <input type="text"/>								
Warranty (define in writing, additional information may be included only as amplifying information): <input type="text"/>								
Truck Chassis: <input type="text"/>								
Engine: <input type="text"/>								
Transmission: <input type="text"/>								

ATTACHMENT A

PRICING

Lube Body And All Equipment:								
F.O.B. Destination:	Yes	No						
Cutoff dates for ordering any of the above items, if any. REQUIRED:								
OPTIONS: Will be used as part of the bid award process.								
1. Cab / Chassis Only						\$		/each
2. Gasoline Engine 7.4L minimum						\$		/each
3. Alternative Fuel System (s) - (dedicated, bi-fuels, compressed natural gas, liquid natural gas, propane, methanol, ethanol and etc.)								
Please specify type(s), available and cost below.								
3.1 Type						\$		/each
3.2 Type						\$		/each
3.3 Type						\$		/each

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING BID

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP INDIVIDUAL/
STATUS: SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8707 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

